



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for Grape Bowl Scoreboard Improvements with Gary's Signs, of Lodi (\$45,515) and Appropriating Funds (\$55,000)

MEETING DATE: June 6, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for Grape Bowl scoreboard improvements with Gary's Signs, of Lodi, in the amount of \$45,515 and appropriating funds in the amount of \$55,000.

BACKGROUND INFORMATION: This project consists of installation of a permanent scoreboard in the Grape Bowl prior to the start of next football season.

On March 21, 2012, Council authorized the City Manager to execute a contract with Siegfried Engineering to prepare design documents for the Phase 3 improvements; approved the sole source purchase of the Grape Bowl scoreboard from Daktronics Company; and approved plans, specifications and advertisement for the Grape Bowl scoreboard improvements. Funds to install the scoreboard were not appropriated in the Council action. The City received the following three bids for this project on May 9, 2012.

Bidder	Location	Bid
Engineer's Estimate		\$65,000
Gary's Signs	Lodi	\$45,515
Arrow Sign Company	Oakland	\$50,809
Sunset Signs	Lodi	\$53,200

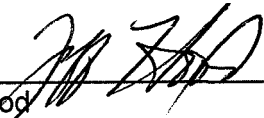
The bid from Gary's Signs did contain irregularities. The bidder identified the "Total Bid" amount of the project but did not include unit costs for each of the five lump sum line items. State contract law allows the City to waive minor irregularities. Since each line item is reflected as a lump sum quantity, and the total of the line items is essentially a lump sum cost, the irregularity for this bid is considered minor.

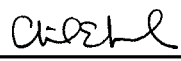
Staff recommends the appropriation of \$55,000 for the construction contract, staff time and contingencies.

FISCAL IMPACT: A slight increase in Grape Bowl facility maintenance is anticipated for upkeep of the scoreboard.

FUNDING AVAILABLE: Requested Appropriation:
Parks and Recreation Capital Outlay Fund (1212): \$55,000


Jordan Ayers
Deputy City Manager/Internal Services Director


Jeff Hood
Interim Parks, Recreation & Cultural Services Director


F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director
FWS/omf

APPROVED: 
Konradt Bartlam, City Manager

GRAPE BOWL SCOREBOARD IMPROVEMENTS
221 Lawrence Street

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and GARY'S SIGNS, herein referred to as the "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to assemble and install (1) 25-foot LED scoreboard, (1) 25-foot non-backlit sponsor display panel and sound system provided by the City of Lodi, manufactured by Daktronics. Additional work shall include the Contractor providing and installing a structural steel painted frame, concrete footing, trenching, backfill, compaction, electrical, fiber optic, audio cabling and terminations, all as shown on the plans and specifications for "Grape Bowl Scoreboard Improvements, 221 Lawrence Avenue".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Assemble and Install City-Supplied Scoreboard and Appurtenances, including Erosion Control Requirements	LS	1	\$ --	\$ --
2.	Furnish and Install Painted Structural Steel Frame including (2) Reinforced Concrete Footing 3' Diameter x 13' Deep	LS	1	\$ --	\$ --
3.	Furnish all Labor and Non-City-Supplied Materials and Equipment for Installation of Electrical, Fiber, Audio and Spare Conduits, Backfill and Compaction	LS	1	\$ --	\$ --
4.	Furnish all Labor, Materials, and Equipment to Install Pull Box	LS	1	\$ --	\$ --
5.	Furnish all Labor, Materials and Equipment to Install all Electrical, Fiber Optic and Audio Cabling and Terminations	LS	1	\$ --	\$ --
TOTAL					\$ 45.515.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the

provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **30 WORKING DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

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CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

Attest

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney 

1. AA# _____
2. JV# _____

CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST

TO	Internal Services Dept - Budget Division		
3 FROM	Rebecca Areida-Yadav	5 DATE	05/10/2012
4 DEPARTMENT/DIVISION	Public Works		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

[illegible]

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Contract for Grape Bowl scoreboard improvements with Gary's Signs.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: Cheryl for PWS

8. APPROVAL SIGNATURES

City Manager/Int'l Services Manager	Date
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RESOLUTION NO. 2012-71

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
CONTRACT, AUTHORIZING THE CITY MANAGER TO
EXECUTE CONTRACT FOR GRAPE BOWL SCOREBOARD
IMPROVEMENTS PROJECT, 221 LAWRENCE STREET, AND
FURTHER APPROPRIATING FUNDS

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on May 9, 2012, at 11:00 a.m., for the Grape Bowl Scoreboard Improvements Project, 221 Lawrence Street, described in the plans and specifications therefore approved by the City Council on March 21, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Gary's Signs	\$45,515
Arrow Sign Company	\$50,809
Sunset Signs	\$53,200

WHEREAS, staff recommends waiving minor irregularities in the bid and awarding the contract for the Grape Bowl Scoreboard Improvements Project, 221 Lawrence Street, to the low bidder, Gary's Signs, of Lodi, California, in the amount of \$45,515.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Grape Bowl Scoreboard Improvements Project, 221 Lawrence Street, to the low bidder, Gary's Signs, of Lodi, California, in the amount of \$45,515; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract; and

BE IT FURTHER RESOLVED that funds in the amount of \$55,000 be appropriated from the Parks and Recreation Capital Outlay Fund for this project.

Dated: June 6, 2012

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I hereby certify that Resolution No. 2012-71 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 6, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi, and
Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk